213; *People* v. *Lane*, 49 Mich. 340. The one exception to this rule is found in *State* v. *Wehr*, 9 Ohio S. & C. P. Dec. 478, decided in 1899, where it is said that the rule that the *corpus delicti* must be shown by testimony extrinsic of a confession is not the law in Ohio. It is also laid down as the general rule that the extra-judicial admissions and confessions of the accused may be considered in connection with the other evidence in establishing the *corpus delicti*. *Flower* v. *United States*, 116 Fed. 241; *Griffiths* v. *State*, 163 Ind. 555; *State* v. *Knowles*, 185 Mo. 141. California, however, has adopted the rule that the confessions and admissions of the accused cannot be considered in establishing the *corpus delicti*. *People* v. *Tapia*, 131 Cal. 647; *People* v. *Ward*, 145 Cal. 736; *People* v. *Besold*, 154 Cal. 363; *People* v. *Wilkins*, 158 Cal. 530. The California court of appeals has hitherto steadily adhered to the doctrine. *People* v. *Eldridge*, 3 Cal. App. 648; *People* v. *Rowland*, 12 Cal. App. 6.

INSURANCE—SUICIDE—WAIVER OF STATUTORY PROVISIONS.—Suit upon a policy of life insurance which contained a clause providing that, "the company shall not be liable hereunder in the event of the insured's death by his own act * * * during the period of one year after the issuance of the policy." § 2500 GEORGIA CODE, 1910, provides, "Death by suicide * * * releases the insurer from the obligation of his contract." The insured died by suicide after the expiration of one year from the issuance of the policy. The Insurance Company defended on this ground. There was no evidence of fraud on the part of deceased. *Held*, that by the insertion of the above clause in the policy the defendant waived the benefit of the statutory provision contained in § 2500 GEORGIA CODE, 1910, and that it is not contrary to public policy for an insurance company to take the risk of suicide. *Durden* v. *Mutual Life Ins. Co. of New York* (Ga. 1911) 72 S. E. 295.

The precise point involved in this case, namely, whether it is contrary to public policy to permit an insurance company to waive the benefit of such a statutory provision, is new. But the question, in the absence of statute, whether suicide by a sane person is a proper risk to be assumed by insurance companies has been passed upon in some jurisdictions. One line of authorities holds suicide a proper risk and, unless provided against in the policy, death by this means renders the policy payable the same as death from natural causes. *Patterson* v. *Nat. Prem., etc. Ins. Co.*, 100 Wis. 118; *Supt. Conclave Improved Order of Heptasophs* v. *Miles*, 92 Md. 613; *Eastabrook* v. *Union, etc. Co.*, 54 Me. 224; *Grand Lodge* v. *Wieting*, 168 Ill. 408; *Kerr* v. *Mut. Ben. Ass'n*, 39 Minn. 174. This rule is based on the theory of allowing to all the greatest freedom of contract, and restraining that freedom only where the objects of the contract are clearly contrary to public policy, and these courts hold that taking a risk against suicide is not such an object. This rule is probably the weight of authority. The opposite view was taken by the United States Supreme Court in *Ritter* v. *Mut. Life Ins. Co.*, 169 U. S. 140, 154, where the court says, "The contract, even if not prohibited by statute, would be held to be against public policy in that it tempted or encouraged the assured to commit suicide in order to make provision for those

dependent upon him." This is the view adopted in a number of the States. *Hatch* v. *Mut. Life Ins. Co.,* 120 Mass. 550; *Breasted* v. *Far. Loan & Trust Co.,* 8 N. Y. 299, 59 Am. Dec. 482; *Mooney* v. *Ancient Order,* 24 Ky. L. Rep. 1787, 72 S. W. 288; *Supreme Commandery Knights of Golden Rule* v. *Ainsworth,* 71 Ala. 436, 46 Am. Rep. 332; and is the general rule in England; *Amicable Society* v. *Bolland,* 4 Bligh. (N. S.) 194; *Borradaile* v. *Hunter,* 5 Man. & G. 639; *Clift* v. *Schwabe,* 3 C. B. 437. A dissenting opinion in the principal case is based on the theory that the provision of the GEORGIA CODE, 1910, § 2500, renders the latter view obligatory upon the Georgia court.

JUDGMENT—COLLATERAL ATTACK ON JUDGMENT OF PROBATE COURT.—On a bill by a guardian of an incompetent, praying sale and partition of lands, defendant demurred on the ground that the adjudication of incompetency and the appointment of complainant were void because the record showed that the finding of insanity was by a jury of less than the statutory number. *Held,* the demurrer was properly overruled, for the reason that an inquisition by an agreed jury of ten was merely an irregularity, and did not render the appointment subject to collateral attack. *Powell* v. *Union Bank & Trust Co.* (Ala. 1911) 56 South. 123.

By the weight of authority in this country the judgments of a probate court cannot be attacked in a collateral proceeding. GARY'S PROBATE LAW, § 23, p. 12, and cases cited; *Dayton* v. *Mintzer,* 22 Minn. 393; *Tebbets* v. *Tilton,* 24 N. H. 120; *Dodge* v. *Cole,* 97 Ill. 338; and *Craft* v. *Simon,* 118 Ala. 625. On collateral attack the court presumes that the court in the former case acted correctly and with due authority, and its record is valid as to all jurisdictional facts appearing of record. *Crown Real Estate Co.* v. *Rogers,* 132 Ky. 790. Records of probate courts import absolute verity and are not subject to collateral attack, *Heckman* v. *Adams,* 50 Ohio St. 305. An order appointing a guardian of an incompetent in the absence of direct attack is presumed to have been correctly made. *Isaacs* v. *Jones,* 121 Cal. 257. The general rule is that juries must consist of twelve men, and such fact must appear of record, and when a record shows that a cause was tried by a jury of less than twelve men the trial will be held to be a nullity. THOMPSON AND MERRIAM, JURIES, §§ 5 and 6, and cases cited. On the number of jurors see also 5 BACON'S ABRIDGMENT, p. 314, title Juries A; and 2 HALE, PLEAS OF THE CROWN, p. 161. Where the record recites a jury of twelve, a court of appeal will presume that there were twelve men though only eleven names appear. *Foote* v. *Lawrence,* 1 Stew. 483. Though the main case conflicts with many adjudicated cases in regard to the number of jurors, and no case exactly in point has been found, it is believed that the case follows the better rule in holding judgments not subject to collateral attack for mere irregularities in procedure. See 1 MICH. L. REV. 645.

MINES AND MINERALS—OWNERSHIP—ESTATE IN UNDISCOVERED MINERALS.—Complainant was the holder of a tax title on certain lands originally owned in fee by X and Y, who had conveyed said lands by a quit-claim deed containing an exception and reservation of all metals or ores in, upon or under